

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 531-14-1-070-0002	PAGE 1 OF 110
5. SOLICITATION NUMBER VA260-14-R-0776	6. SOLICITATION ISSUE DATE 06-18-2014
b. TELEPHONE NO. (No Collect Calls) 208-429-2023	8. OFFER DUE DATE/LOCAL TIME 07-07-2014 12:00 noon PST

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.
7. FOR SOLICITATION INFORMATION CALL: a. NAME Brian Corey		

9. ISSUED BY Department of Veterans Affairs NCO 20 Acquisition 460 S Broadway Ave Ste 960 Boise ID 83706-3689	CODE 260	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 621610 SIZE STANDARD: \$14 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 Days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs VA NW Health Network (NCO 20) Boise VA Medical Center 500 W Fort Street Boise ID 83702	CODE 260	16. ADMINISTERED BY Department of Veterans Affairs VA NW Health Network - NCO 20 960 S Broadway Ave Ste 460 Boise ID 83706-3689
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17a. CONTRACTOR/OFFEROR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 512-460-5544 FAX: 512-460-5540
TELEPHONE NO. DUNS: DUNS+4:	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Description: Clinical Therapy Services</p> <p>Firm Fixed Price Acquisition pursuant to USC 8153 and VA Directive 1663.</p> <p>DUNS:</p> <p>Periods of Performance</p> <p>Base Year: 8/1/2014 through 7/31/2015</p> <p>Option Year 1. 8/1/2015 through 7/31/2016</p> <p>Option Year 2. 8/1/2016 through 7/31/2017</p> <p>Option Year 3. 8/1/2017 through 7/31/2018</p> <p>Offerors should pay special attention to the instructions contained in the "Basis of Selection" on page 88, when preparing their proposal.</p> <p>All inquiries shall be submitted to the Contract Specialist designated in block 7a above.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>	0			
		0			
		0			

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark A. Erickson Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer (90C)

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address:

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☐ [Monthly]

4. GOVERNMENT INVOICE ADDRESS:

Invoicing: Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Invoice requirements are currently as follows: Invoice Number, Invoice Date, Purchase Order Number, Unit Price, Quantity and Unit of Measure, Total Invoice Price, Ship-To Location Name and/or code, Receipt of Goods/ Services, Invoice Payment Terms.

Current Invoicing information is located at <http://www.fsc.va.gov/einvoice.asp>. It states:

FSC Mandatory Electronic Invoice Submission

The Department of Veterans Affairs published a final rule in the Federal Register on November 27, 2012 to require contractors to submit payment requests in electronic form in order to enhance customer service, departmental productivity, and adoption of innovative information technology, including the appropriate use of commercial best practices. The rule is effective December 27, 2012.

Vendor Electronic Invoice Submission Methods

Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

1. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten Network, to transition vendors from paper to electronic invoice submission. Please see Tungsten Network contact information below to begin submitting electronic invoices, free of charge.
 2. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
The X12 EDI Web site (<http://www.x12.org>).
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Vendor e-Invoice Set-Up Information:

Please contact Tungsten Network at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten Network, please contact the FSC at the phone number or email address listed below:

- Tungsten Network e-Invoice Setup Information: 1-877-752-0900
- Tungsten Network e-Invoice email: VA.Registration@tungsten-network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes 52.219-6. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PERFORMANCE WORK STATEMENT

HOME-BASED CLINICAL RESPIRATORY SERVICES

for the

BOISE VA MEDICAL CENTER (BVAMC),

BOISE, IDAHO

1.0. GENERAL:

1.1. **Authority:** Title 38 USC 8153/ VA Directive 1663

1.2. **Services Required:** Home-Based Clinical Respiratory Services. Contractor to furnish all labor, materials, storage, and equipment necessary to transport/deliver Positive Airway Pressure Therapy devices (PAP) / Oximetry / Home Medical Equipment (HME) / Durable Medical Equipment (DME), herein referred to as DME, and accessories.

The number of Veterans being served by this contract will change throughout the life of the contract. The volumes or amounts shown in the solicitation are estimates only and impose no obligation on the VA. The contract shall be for the actual requirements of the VA as ordered by the VA during the life of the contract.

Services are currently being paid as "fee for service" under a Memorandum of Agreement.

1.3. Place Of Performance: Off site within the Department of Veterans Affairs Beneficiaries residences, in designated counties in Idaho and Oregon (See Catchment Areas).

1.4. Definitions/Abbreviations:

Area of Responsibility/Jurisdiction - Refer to Appendix D Catchment Areas.

Caregiver - An individual providing and/or assisting the Veteran with personal care. This individual may also be a family member.

CO - Contracting Officer is the VA official with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

COR - Contracting Officer's Representative is a VA official responsible for providing contract oversight and technical guidance to the Contracting Officer.

DME Services - Durable Medical Equipment (DME), also referred to as Positive Airway Pressure Therapy devices (PAP), Home Medical Equipment (HME), services include the delivery, set-up and maintenance of Government-furnished DME to meet Veteran's needs at his/her place of residence, and the education of the Veteran in the use of the DME. For purposes of this contract, DME services also include other services identified within this statement of work, including those services that are performed at the contractor's facility.

FAR - Federal Acquisition Regulation.

First Class Operating Condition - Cleaned, disinfected, and meeting all original mechanical and operational standards as outlined by the manufacturer.

HIPAA - Health Insurance Portability and Accountability Act.

TJC - The Joint Commission sets the standards by which health care quality is measured. Joint Commission mission is to continuously improve the safety and quality of care provided to the public through the provision of healthcare accreditation and related services that support performance improvement in health care organizations. The Joint Commission Standards can be accessed at www.jointcommission.org.

PAP - Positive Airway Pressure Therapy (PAP) system which includes, but is not limited to PAP Therapy devices (CPAP, APAP, BiPAP, VPAP, BiPAP ST, and BiPAP SV), humidifier, mask, tubing, filters and accessories.

PAP/ Home Oxygen Coordinator - Employee from the PAP/ Home Oxygen Service at a VA facility. These individuals, along with purchasing agents, will be responsible for orders against the contract.

Sentinel Event - Unexpected occurrence involving death or serious physical or psychological injury, or the risk thereof. "Serious injury" specifically includes loss of limb or function. The phrase "or the risk thereof" includes any process variation for which reoccurrence would carry a significant chance of serious adverse outcome.

VA - Department of Veterans Affairs.

VA Facility - See Catchment Areas for facility locations. VA facilities also include Community Based Outpatient Clinics and Outpatient Clinics associated with this medical center. For the purpose of this contract: Boise VAMC, Burns OPC, Caldwell CBOC, Mountain Home OPC, Salmon OPC, Twin Falls CBOC.

Veteran - Veteran who is authorized by a BVAMC representative to receive DME services as a VA beneficiary.

Veteran's place of residence - the location where a Veteran has been authorized to receive DME services.

VHA - Veterans Health Administration.

VISN/ NCO - Veterans Integrated Service Network/ Network Contracting Office. (VISN/ NCO 20)

2.0. PERSONNEL:

2.1. Qualifications / Experience: Only employees that have been properly trained and who have demonstrated competency may perform equipment deliveries, recoveries and patient education on the equipment.

2.1.1. License: The respiratory therapist service called for in this contract must be licensed to practice sleep related respiratory care in Idaho and Oregon, proof of licensure must be provided to the BVAMC upon contract acceptance and yearly thereafter.

2.1.2. Board Certification /Eligibility: A Certified or Registered Respiratory Therapist (CRT/RRT) or Registered Polysomnographic Technologist (RPSGT).

2.1.3. Credentialing and Privileging: Accomplished through the contractor's verification of proper licensure of the staff performing work for the BVAMC.

2.1.4. Technical Proficiency: Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: The Contractor must provide proof of continuing licensure, to the BVAMC.

2.1.5. Training: Drivers and attendants alike must be trained and familiar with fire and safety equipment (fire extinguishers, etc.) and have successfully completed advanced First Aid courses and cardiopulmonary resuscitation (CPR) with the American Red Cross or equivalent. All personnel performing under this contract shall at a minimum have BLS certification.

2.1.6. Standard Personnel Testing: Contractor employees providing services shall have a current health record compliant with state and local community health regulations.

2.1.7. National Provider Identification (NPI): Covered health care providers and all health plans and health care clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA.

2.1.8. Conflict of Interest: The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs unless such person seeks and receives approval in accordance with VA Regulations and public law. Nor shall the Contractor employ any person who is a member of the immediate family of a VA employee employed at the BVAMC if the employment of that family member would create a conflict of interest or the appearance of a conflict of interest, particularly with regard to influencing the contract negotiations, terms of the contract or the work carried out under the contract. In any such case, VA must review the matter and give its approval in accordance with agency ethics rules.

2.1.9. Citizenship related Requirements: U.S. citizenship is required however, non-citizens may be appointed when no qualified citizens are available in accordance with current regulations. Employees must be proficient in reading, speaking and understanding the English language.

2.1.10. Annual Office of Inspector General (OIG) Statement: To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Service – Office of Inspector General, List of excluded individuals/entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further the contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

2.2. Non Personal Services: The service portion of this contract is a health care services contract. The Government will evaluate the quality of professional and administrative services provided, but retains no control over the medical and professional aspects of the services rendered.

2.2.1. No Employee status: Personnel rendering the services are not subject, either by the contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationship between the Government and its employees. The Contractor shall be fully responsible for the actions of its employees and shall indemnify the Government for any liability producing act or omission by the contractor, its employees and agents occurring during contract performance.

2.3. Key Personnel and Emergency Substitutions: The contractor shall identify, in writing, at least one individual (key personnel) who has the authority to fully represent the contractor in all contracting matters, including all day-to-day matters. No substitutions or changes may be made in the first ninety (90) days of the contract.

3.0. HOURS OF OPERATION:

3.1. Business Hours: Business Day

3.1.1. Definitions:

Business Day - An eight-hour period between 7:00 a.m. and 7:00 p.m. Monday through Friday, excluding federal holidays.

3.1.2. Work Schedule: The contractor's business hours of operation at the facility shall include an eight-hour period between 7:00 a.m. and 7:00 p.m., local time, Monday through Friday, excluding Federal holidays.

3.1.3. Federal Holidays: Federal Holidays: The ten (10) Federal Holidays observed by the Federal Government for this requirement are:

Federal Holiday	Date(s)	Month
New Year's Day	1st	January
Birthday of Martin Luther King Jr.	Third Monday	January
Washington's Birthday	Third Monday	February

Memorial Day	Last Monday	May
Independence Day	4th	July
Labor Day	First Monday	September
Columbus Day	Second Monday	October
Veterans Day	11th	November
Thanksgiving Day	Fourth Thursday	November
Christmas Day	25th	December

When a Federal holiday falls on a Sunday, the following Monday shall be observed as a Federal holiday. When a Federal holiday falls on a Saturday, the proceeding Friday is observed as a Federal holiday by U.S. Government agencies. Also included, would be any other day, specifically declared by the President of the United States of America to be a Federal Holiday.

4.0. CONTRACTOR RESPONSIBILITIES:

4.1. Services Required: Clinical Respiratory Services - Patients are clinically evaluated for the requirements of Positive Airway Pressure (PAP) Therapy devices oximetry studies and ventilator checks by the BVAMC. Once the device is ordered, Boise VAMC requires a contractor (RRT or RPSGT for sleep related respiratory care and RRT for ventilator checks, overnight oximetry and exercise oximetry studies.) to setup in the patient's home to include follow-up refitting and troubleshooting. Services may also include the contractor providing, setting up and monitoring oximetry in the patient's home as well as ventilator checks.

4.2. Standards of Practice: The Contractor must meet or exceed The Joint Commission standards for all services provided herein. The Contractor must submit written documentation of meeting or exceeding The Joint Commission Home Care standards for Clinical Respiratory Services, current edition, as part of its technical proposal and updated yearly thereafter. The contractor must be accredited by a nationally recognized organization and must maintain that accreditation throughout the term of the contract. If contractor receives conditional accreditation or does not meet Joint Commission standards, the VA must receive immediate notification in writing citing the follow-up action plan. If Joint Commission accreditation or standards cannot be met, the VA reserves the right to terminate the contract. Each branch office or distribution point must be nationally accredited and meet Joint Commission standards.

4.2.1. Proof of such accreditation must be submitted to the BVAMC with technical proposal and by December 31 of every year thereafter.

4.2.2. Contractor must maintain accreditation throughout the duration of the contract. All prospective Contractors must include with their proposal documentation on how they have met the Joint Commission standards.

4.2.3. The Contractor will notify the Contracting Officer of any change in accreditation status within 24 hours.

4.2.4. Any and all documentation related to the patient record during the duration of this contract is the property of the VA and will be returned to the VA by the contractor upon the termination or non-renewal of this contract.

4.3. Resident Supervision and Teaching: Not applicable, no resident supervision or teaching required.

4.4. **Medical Records:** The Contractor shall maintain a VA beneficiary account folder in compliance with the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA). All beneficiary files are subject to review by designated BVAMC officials and accreditation surveyors on behalf of the BVAMC during accreditation surveys or consultation. As a minimum the VA beneficiary folder will adhere to current Joint Commission standards for patient record keeping. Any part of the contractor's facility(s) that contain a veteran's protected health information (i.e. social security number) shall be secured in accordance with HIPAA regulations and the Privacy Act.

4.4.1. **Authorities:** 45 CFR 164.506 Uses and disclosures to carry out treatment, payment, or health care operations.

4.4.2. **HIPAA:** The contractor will be given beneficiary information that may include Veteran's name, place of residence address, telephone number, and social security number. Beneficiary information is confidential and is protected under the Privacy Act of 1974 and the Healthcare Insurance Portability and Accountability Act of 1996 (HIPAA) and should be destroyed in accordance with Federal Regulations. See FAR 52.224-1 and 52.224-2.

4.4.3. **Disclosure:** Beneficiary lists, no matter how developed, shall be treated as CONFIDENTIAL information. Lists and/or names of beneficiaries shall NOT be disclosed or revealed for any use outside the BVAMC, without prior written permission of the VA. The VA database listing may NEVER be utilized for solicitation of any kind. Any correspondence to veterans MUST have prior approval and be signed by the Contractor and the VA. Any individual making unauthorized disclosure may be criminally liable for violations under HIPAA.

4.4.3.1. Privacy Training: Mandatory VA provided Privacy Training shall be completed by all contract employees and new contract employees within 30-days of starting work. VA provided Privacy Training will be completed annually by all contract employees until contract expiration. Any questions in regards to Privacy may be directed to the VA Privacy Officer.

4.4.4. **Professional Standards for Documenting Care:**

4.4.4.1. **Unusual Conditions:** The Contractor is required to notify the COR immediately if any of the following unusual conditions are known to exist concerning the beneficiary.

- change in address
- excessive abuse of equipment
- request for additional equipment or accessories without the consent of the COR or PAP Coordinator
- request for any change of the original prescription
- unusual conditions in the beneficiary's residence
- suspected abuse or neglect of beneficiary

4.4.5. **Release of Information:** The Contract employee shall only release medical information obtained during the course of this contract to the BVAMC designated employee or staff involved in the care and treatment of that individual beneficiary. All other requests for release of beneficiary information must be handled by the BVAMC Release of Information Department.

4.5. **Experience:** The Contractor must have at least 6 months of experience in successfully administering basic PAP therapy/oximetry to adult and geriatric patients.

4.6. **Facility:** The Contractor's facilities shall meet the requirements of the solicitation as it relates to storage and provides a proper area for providing instructions to VA beneficiaries. The Contractor's facilities shall provide an environment that is safe and secure for VA beneficiaries seeking services required under this contract. The Contractor's facilities shall be accessible for persons with disabilities, and be representative of the VA's good image in appearance and safety.

4.7. **Storage:** The Contractor shall provide sufficient space for storage of equipment if applicable. The storage area shall be adequately equipped with shelves, bins, etc., to properly accommodate the items being stored. The contractor shall make the storage area and its contents available for inspection by VA personnel during the contractor's normal business hours. Inspection may occur with or without advance notice. The contractor's facility shall be within 50 miles of the nearest VA facility.

4.7.1. Contaminated equipment shall be separated from clean equipment. The Contractor's warehouse shall have clear demarcation between contaminated and clean storage areas.

4.7.2. The storage space shall include a "clean" area for ready-to-issue VA equipment. This clean area shall be separated from the receiving, cleaning, disinfecting, sterilizing, sanitizing, repair and disposal areas of the facility, in accordance with TJC guidelines. Contractor vehicles used in the performance of this contract shall also have segregated storage to allow for the transportation of both clean and unclean equipment, when needed.

4.7.3. The storage area must be climate controlled to protect equipment against deterioration caused by dust, moisture, and/or temperature extremes. The contractor shall ensure that the storage facility is bug free, rodent free, well lighted, and equipped with fire extinguishers. The area shall be free of all safety hazards. The area where VA property is to be stored shall contain clearly visible signs stating "U.S. GOVERNMENT PROPERTY – NO TRESSPASSING".

4.7.4. Before being placed in the contractor's ready-to-issue storage area, all equipment shall be inspected for proper operation, serviceability and safety and will be thoroughly cleaned, disinfected, sanitized, sterilized, lubricated, repaired (if necessary), have preventive maintenance performed, and then be tagged and protectively wrapped in plastic. If equipment is picked up from the prior contractor or a VA facility, and the services noted in this paragraph have clearly been performed, then those processes would not need to be performed a second time.

4.7.5. The office and storage facility shall contain a sprinkler system and adequate heating.

4.7.6. Equipment awaiting repairs shall be tagged and separated from serviceable/repared equipment.

4.7.7. The storage space shall be sufficiently insured against loss or damage equal to the value of the stored equipment. Proof of adequate insurance coverage shall be provided to the VA COR within ten (10) days after award of contract.

4.7.8. Any part of the contractor's facility(s) that contain a veteran's protected health information (i.e. social security number) shall be secured in accordance with HIPAA regulations and the Privacy Act.

4.7.9. **OSHA:** Contractor shall insure compliance with Occupational Safety and Health Administration (OSHA) safety guidelines.

4.8. Ownership of all CRS equipment shall remain with the government unless in the Veteran's possession. The contractor shall be directly responsible and accountable for all Government property while it is under his/her possession, and shall establish and maintain a system to control, protect, preserve, and maintain the items in optimum condition. The contractor shall identify Government Furnished Property (GFP) by making or tagging and segregating in such a manner to clearly indicate Government ownership.

4.9. Lost or Damaged Equipment: The BVAMC will not pay for the Contractor's lost or damaged equipment provided under this contract unless circumstances as reviewed by the Contracting Officer are concluded to be the results of willful negligence on behalf of patients or VA employees. Accordingly, this is considered to be the cost of doing business and is the requirement of the Contractor to pay for this type of equipment. Contractor may request payment by submitting a written summary of the circumstances of lost or damaged equipment to the contracting officer within thirty (30) calendar days of the occurrence of the incident in question. The Contracting Officer will review the summary, and a written determination will be made to the Contractor as to the liability. The VA will not pay for rental on equipment not being used by an authorized veteran during the performance of this contract or for equipment that cannot be found.

4.10. Infection Control: Standard precautions shall be used to prevent exposure to blood borne diseases when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment shall be bagged and separated from clean equipment. The Contractor's warehouse shall have clear demarcation between contaminated and clean storage areas. Delivery vehicles: if dirty and clean equipment is transported in the same vehicle, it will have a clearly demarcated area for clean and dirty items. Contractor's procedure for handling the pickup of dirty equipment will meet or exceed Joint Commission standards.

4.10.1. CDC hand hygiene guidelines shall be strictly followed. Hands shall be decontaminated before and after visiting each patient, and after removing gloves. Hands that are not visible soiled (or gloves that have been removed were not visibly soiled) may be decontaminated by using an alcohol hand rub. Hands that are visible soiled (or gloves that have been removed were visibly soiled) must be decontaminated by washing with antimicrobial soap and water for no less than 15 seconds.

4.10.2. The Contractor must have a current policy of the plan for surveillance, prevention and control of infection and make a copy available as part of the offeror's technical proposal. The plan must meet current Joint Commission Standards.

4.10.3. Contractor shall provide a list of names to the COR or designee of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period within 1 business day of learning of the exposure. The type of exposure will also be identified. The COR or designee will consult with VA infection control staff regarding the need to contact exposed patients and/or complete any needed medical follow-up.

4.10.4. Infection control reports will be sent to the COR on a semi-annual basis. Reports shall be due by the following dates: May 8th and November 8th. Failure to meet the required dates shall result in a 1% reduction for each day the report is late and applied to the monthly invoice.

4.11. Safety Requirements: At the time of set up and again during any follow-up home visits, the Contractor shall perform an assessment of the beneficiary's home and environment (to include falls assessment) in accordance with Joint Commission Standards and maintain documentation of assessments in the individual patient file or folder.

4.11.1. The Contractor shall check the safety of the electrical outlets in the beneficiary's home prior to installing any electrical item. Electrical outlets shall be inspected and tested to insure that ground is present and the outlet is in good physical condition. If any outlet is not grounded, a 3-prong plug adapter will be provided, installed and retested by the Contractor. It is the veteran's responsibility to have the appropriate electrical system in their residence. The BVAMC shall not be responsible for liable for any unsafe electrical conditions caused by the Contractor. Any alterations to the veteran's residence will be the responsibility of the veteran. Any unsafe electrical conditions will be immediately reported to the COR or designee by phone from the beneficiary's residence and the equipment will not be installed or left. The BVAMC will provide instructions on how to proceed.

4.11.2. All electrically powered equipment used in performance of this contract shall be UL approved and shall be current state of the art at the time of use.

4.11.3. The Contractor shall verbally notify the COR or designee by the next business day of any unsafe conditions observed in the beneficiary's home that preclude the installation or continuance of service. Unsafe conditions may include, but are not limited to: fire safety hazards, patient abuse by family or caregivers, unsanitary living conditions or any instance that places the patient or Contractor's staff in immediate danger. The Contractor shall furnish written documentation of the safety hazard to the COR or designee within two (2) business days of the incident.

4.12. **Vehicles:** The vehicles used in the performance of this contract must be licensed and meet the minimum requirements as mandated by each state/county/city in which performance occurs.

4.13. **Emergency Services:** The Contractor shall have a well-established communication system, providing a 1 800 toll free phone number for 24-hour emergency services.

4.14. **Failure to Respond:** Failure of the contractor to respond to routine deliveries within 24 hours after notification by the VA may be considered grounds for invoking provisions of FAR 52.212-4 (m) "Termination for Cause".

4.15. **Phase-in Requirements:** The Contractor agrees to a maximum ninety (90) day transition period from the date the contract is awarded for the transferring of all services and supplies to VA beneficiaries. The Contractor shall coordinate transition efforts with the incumbent and VA (See FAR 52.237-3, Continuity of Services). Transition date of each beneficiary shall be noted and billing period shall commence on that day.

4.16. **Phase-Out Requirements:** The Contractor recognizes that the services being provided under this contract are vital and must be continued uninterrupted if the Government elects not to exercise its option to extend the term of this contract or at contract expiration. The Contractor shall not remove any equipment from the beneficiary's residence until replacement equipment has been installed. If additional phase-in/phase-out time is required beyond contract expirations in accordance with FAR 52.237-3, the Contractor will be paid on a prorated basis at the prices established for the last period of performance.

4.17. **Insurance Requirements:** The contractor agrees to procure and maintain, Workers Compensation and Employer's Public Liability Insurance in accordance with the laws of the state in which services are provided.

4.17.1. The Contractor shall comply with all applicable Federal and State laws with regard to liability arising or resulting from injury to death of an employee in performing the work under the contract, and shall save and hold the Government harmless against any or all loss, cost, damage, claim, expense or liability whatsoever, because of accident or injury to persons or property of others occurring during the performance of this contract. All liability coverage shall be kept current throughout the duration of the contract and current certifications provided to the Contracting Officer.

4.17.2. Before starting work under this contract, the Contracting Officer shall require the Contractor to furnish a certification from his insurance company that the coverage outlined in the above two (2) paragraphs has been obtained and that it may not be changed or canceled without written notice to the Contracting Officer.

4.18. **Personnel:** The contractor shall render satisfactory and timely service to the Veteran. All services shall be performed in accordance with Joint Commission standards by a competent professional who is familiar with the nature of DME services. Contractor employees providing services shall have a current health record compliant with state and local community health regulations, education, training, and experience commensurate with the DME and scope of services

provided. All contractor employees providing services at a Veteran's place of residence shall have at least six (6) months of DME delivery and set-up experience.

4.18.1. The contractor shall provide and document both initial employee orientation and on-going training, which demonstrates the employee's knowledge, experience, and competence, as appropriate for their assigned responsibilities. The contractor shall document assessment of employee competency. Employee records shall include evaluations of performance. As a part of the employee's initial orientation, the contractor shall provide an orientation on the VA and on the requirements of this contract. Training topics should cover all aspects of the services provided under this contract, including Veteran confidentiality, Veteran safety and risk assessment, HIPAA, communicating safe use and care of DME to Veterans and caregivers, and infection control procedures. The Contractor shall ensure that all personnel comply with VA requirements such as Safety, Ethics, HIPAA, and any future VHA requirements of business associates.

4.18.2. Contract employees are expected to be discreet, tactful, demonstrate concern, compassion, and patience with a high degree of professionalism and understanding. Some Veterans have physical disabilities or chronic illnesses that influence their behavior and lifestyle. Any verbal and/or physical abuse, unprofessional behavior or conduct toward a Veteran and/or caregiver will not be tolerated. The Contractor shall be responsible for the acts and omissions of his/her employees, his/her sub-contractors or satellite offices and their employees. Sub-contractors are required to adhere to the requirements of this contract. The VA reserves the right to request the removal of any contractor employee from this contract if his/her behavior and/or level of services provided are not in strict accordance with the requirements of this contract.

4.18.3. The contractor shall make employee records available for review by VA personnel. Requests may be made during visits to the contractor's facility or the contractor may be required to submit the documentation to the COR. The contractor shall provide a list to the Contracting Officer that identifies all employees, including subcontractor employees, currently competent to provide DME services. Identifying the employee's name, location of contractor's facility where they work, and the type of services they provide, to the Contracting Officer. The initial list shall be submitted within ten (10) calendar days after contract award. The contractor shall submit any proposed changes in personnel within 24 hours throughout the life of the contract as a background check will be initiated before an employee may work under this contract. Personnel quarterly reports are required confirming changes or no changes in employees rendering service to Veterans.

5.0. DIRECT PATIENT CARE:

5.1. Contractor shall be responsible for:

5.1.1. **Staff:** A Certified or Registered Respiratory Therapist (CRT/RRT) or Registered Polysomnography Technologist (RPSGT) must be on staff to set up and troubleshoot PAP equipment. The respiratory therapist service called for in this contract must be licensed to practice sleep related respiratory care in Idaho and Oregon. As part of the BVAMC orientation, CRT/RRT/RPSGT will be required to attend two (2) PAP Clinics at the BVAMC prior to providing services to VA beneficiaries.

A Registered Respiratory Therapist (RRT) must be on staff to set-up and trouble shoot, ventilators and perform overnight and exercise oximetries. Any contract therapists performing these services will be required to attend one (1) Home Oxygen Clinic at the BVAMC prior to providing services to VA beneficiaries.

5.1.1.1. All contractor employees shall wear identification badges when providing clinical respiratory services at a Veteran's place of residence. Prior to entering a Veteran's place of residence, contractor employees shall present a photo identification badge to the Veteran/care giver and verbally identify themselves. The badge shall include the company

name, employee's name, and employee's picture. Only contractor employees that have been identified in writing to the Contracting Officer will be allowed to provide clinical respiratory services at a Veteran's place of residence.

5.1.2. Orders: Prescription orders will be placed by the PAP Coordinator, Home Oxygen Coordinator or designee. Orders are authorized to be placed by way of fax or telephone. Telephone orders must be followed by a written order within two (2) business days. Orders shall specify correct application of Oximetry (nocturnal or exercise) and any additional items such as oxygen and/or PAP therapy. No deviation from orders shall be allowed without prior consent from the PAP Coordinator, Home Oxygen Coordinator or designee, which will be followed by a new physician's order. The Contractor will fax confirmation of receipt of order to the PAP Coordinator, Home Oxygen Coordinator or designee within two (2) hours of receiving a consult from the VA.

5.1.3. Initial set up: Services will include initial set up, training, instruction, troubleshooting and mask fitting of PAP devices. PAP set up will include a mask provided by the contractor at no additional charge. The equipment will become the property of the beneficiary. Set up will occur at beneficiary's place of residence, or Contractor facility. This service shall be available Monday through Friday during the Contractor's normal business hours except for national holidays. Any supplies needed after initial set up will be provided by the BVAMC. (CLIN 0001)

5.1.4. Instruction: Contract prices for each item includes delivery, set-ups, modifications and provide education and instructions to the Veteran and/or caregiver in the use and care of the equipment. At the time of delivery a ground safety check will be performed on all outlets being utilized for DME requiring electricity. This safety check will be documented on Patient Orientation Checklist (Safety Checklist) (see Appendix E) and Delivery Checklist (see Appendix F) for provided clinical respiratory services. All equipment (rental, VA owned or newly purchased) shall be set-up in the area of the Veteran's preference, if safety permits.

5.1.4.1. Contractor shall inform the Veteran of identified ungrounded/unsafe outlets and correction is the responsibility of the Veteran. The VA is not responsible or liable for any existing or future unsafe electrical condition caused by the contractor or Veteran. Contractor shall be responsible for identifying safety hazards and clearly documenting them on the Equipment Delivery Checklist.

5.1.4.2. The contractor's personnel setting up and assembling any equipment shall include the following:

- Make adequate site preparation of the clinical respiratory services equipment;
- Unpack and assemble equipment in a condition to be used to include removal of all packaging material from Veteran's residence and property;
- Ensure all alarms are functioning and are audible in accordance with the National Veteran Safety Goals.

5.1.4.3. The Contractor's CRT/RRT/RPSGT will provide educational instructions both verbally and in writing on the proper use and care of PAP equipment and supplies, in accordance with Joint Commission standards, to include proper use and function, safety, maintenance, cleaning and infection control of the furnished item(s). Clinical respiratory services manufacturer supplied written materials are to remain with the Veteran. The written material shall be in English as well as the foreign language of the beneficiary, should the beneficiary and/or caregiver not speak English. In the case of such an occurrence, the Contractor is to advise the BVAMC to facilitate adequate instructions. The contractor shall demonstrate the safe and appropriate use of the clinical respiratory services, and observe the Veteran/caregiver physically demonstrating correct and safe operation. The contractor shall explain any known warnings, hazards, malfunctions, and the Veteran's responsibilities in the care and use of the clinical respiratory services. Contractor shall allow the Veteran or caregiver to ask questions, and shall provide appropriate guidance and answers to all concerns raised. The contractor shall provide additional instruction as necessary. If the Veteran/caregiver cannot demonstrate or understand how to safely

operate the clinical respiratory services the COR or designee is to be contacted as soon as possible, but no-later than the next business day 12:00 p.m. Contractor shall also advise the Veteran and caregiver that the clinical respiratory services provided by the VA is now the property of the Veteran.

5.1.4.4. The contractor shall provide certification that their delivery staff has the skills to educate the Veteran/caregiver, in the safe and effective use of clinical respiratory services equipment.

5.1.4.5. The contractor will be responsible for the removal/deletion of Veteran identifiable and sensitive information on all recovered equipment when applicable.

5.1.4.6. The contractor shall provide the Veteran/caregiver a copy of a Patient's Rights and Responsibilities (see Appendix G). The contractor shall have the Veteran/caregiver to acknowledge receipt of this handout on the Delivery Checklist. (see Appendix F).

5.1.4.7. Contractor may provide other written educational material to the Veteran if approved by the VA. The contractor shall provide the COR or designee with a sample of all educational materials to be used during the course of the contract within the first ten (10) days of the contract, and upon request at any time thereafter. Revised Veteran educational material shall be submitted to the COR or designee for approval prior to providing the revised documents to the Veteran/caregiver.

5.1.4.8. The contractor and their representatives shall neither directly nor indirectly make recommendations/comments to Veteran with respect to the services being provided to the VA under this contract. The contractor shall refrain from discussing decisions to repair/replace items of equipment or any services not specifically delineated in this contract to Veterans/caregivers. Any concerns raised by the Veteran/caregiver outside the scope of this contract regarding services provided shall be addressed to the appropriate COR for resolution.

5.1.5. Delivery Checklist (see Appendix F): The contractor shall provide the COR or designee with a delivery checklist on each visit to a Veteran's place of residence. The contractor shall document the checklist with the assessment performed, Veteran education, and instructions provided. The Veteran/caregiver shall demonstrate the correct and safe utilization of the prescribed device to the contractor after being educated. This demonstration shall also be documented on the delivery checklist. The contractor shall obtain the Veteran's or caregiver signature on the checklist. Completed patient education information and initial set up documentation will include: type of equipment issued (including serial numbers if applicable), type and size of mask, problems encountered during set up and fall risk/home safety assessment. It must be signed by beneficiary or caregiver and Contractor's CRT/RRT/RPSGT and sent to the BVAMC within two (2) business days of delivery or set up. The checklist shall include the Veteran's/caregiver's evaluation of the services provided; the Veteran's/caregiver's acknowledgement of receipt of clinical respiratory services, product manual and information, Veteran education materials and the VHA Patient Rights and Responsibilities handout (see Appendix G). Copies of all information listed above in section 5.1.8. will be submitted to the facility COR for each delivery every Monday.

5.1.5.1. Veterans will be provided a copy of VA Patient's Rights and Responsibilities and any advance information concerning directives. Contact information for the VA and Joint Commission will also be provided. The Contractor shall document that the beneficiary/care giver is instructed in accordance with Joint Commission Standards for Clinical Respiratory Services.

5.1.6. Appointments: The Contractor is responsible for scheduling appointments. Initial contact with beneficiary must be attempted within forty-eight (48) hours of receipt of order from BVAMC. In the event that the contractor is unable to

contact the beneficiary after three (3) attempts, the contractor will notify the PAP Clinical Coordinator by telephone, fax or encrypted email. The Contractor shall visit beneficiaries' residences in performance of this contract by appointment only, at a time mutually agreed upon by the patient and/or caregiver and Contractor; exceptions will be made in the cases of emergencies. On each scheduled setup/delivery the Contractor shall reassess the need to instruct the beneficiary on the use and care of the equipment and supplies as necessary.

5.1.6.1. The contractor shall contact the Veteran to schedule an appointment time that is convenient for the Veteran/caregiver to accomplish required service. If contractor is unable to keep scheduled appointments for service, the Veteran shall be advised at least two (2) hours prior to the appointment time. If arrangements for deliveries cannot be accomplished within a three (3) day timeframe, including at the Veteran's convenience, the appropriate facility PAP representative shall be notified in writing via fax or encrypted e-mail.

5.1.6.2. BVAMC will place all orders via fax or phone for the delivery of clinical respiratory services from the contractor, or for the delivery or pickup of DME under this contract. A return receipt fax for all orders placed to ensure prompt service is required within two (2) hours. Contact within 24 hours for Delivery and pickup of all clinical respiratory services shall be made. Every effort shall be made to confine deliveries and pickups to normal business hours.

5.1.6.3. The contractor shall visit a Veteran's place of residence in performance of this contract by appointment only, between the hours of 7:00 a.m. and 7:00 p.m., local time, on a business day. The contractor shall schedule an appointment one (1) to two (2) business days prior to the appointment. Appointments shall be at a time mutually agreeable to the Veteran and the contractor, and appointments shall be given in 3-4 hour time blocks. On each scheduled setup/delivery the Contractor shall reassess the need to instruct the beneficiary on the use and care of the equipment and supplies as necessary. The contractor is responsible for making reasonable efforts to establish an appointment with a Veteran. If contact cannot be made within two (2) business days, or if a Veteran chronically fails to meet appointments, the contractor shall notify the PAP representative, who will contact the Veteran. Under no circumstances is the contractor to visit a Veteran's home without an appointment. If the Contractor has not made valid and documented attempts to contact the VA beneficiaries for set ups and or deliveries, the Government reserves the right to call in a third party and bill the Contractor if the Contractor fails to perform.

5.1.6.4. If the contractor is unable to locate Veteran due to change of address, or for any another reason, contractor personnel shall immediately contact the COR or appropriate PAP representative for further instructions.

5.1.6.5. The Contractor is responsible for making every effort to establish appointments with VA beneficiaries when initiating set ups and deliveries. Deliveries will not be left unattended at the beneficiary's home. If the VA beneficiary chronically fails to meet appointments, the Contractor is to notify the COR or designee. The COR or designee will contact the VA beneficiary and a corrective action plan will be implemented. COR or designee will notify the Contractor of any changes. If the Contractor has not made valid and documented attempts to contact the VA beneficiaries for set ups and or deliveries, the Government reserves the right to call in a third party and bill the Contractor if the Contractor fails to perform.

5.1.6.6. **Refusal of service:** All Veteran beneficiaries has/have the right to refuse services. In the event a beneficiary refuses service, or orders the equipment to be removed from the home, the Contractor shall comply with the beneficiary's wishes. In addition to a written report including the Veteran's signature noting refusal, the Contractor shall report the specifics of the refusal to the COR by telephone by close of business day. This initial contact shall be followed up by a fax of the form showing refusal. If the refusal occurs during a home visit, the Contractor's staff shall make an attempt to notify the COR or PAP representative of the refusal during the home visit.

5.1.6.7. VA beneficiaries refusing to accept VA provided DME delivery shall sign the visit documentation form, noting their refusal as outlined in paragraph 5.1.10.5. If, through no fault of the contractor, the Veteran/caregiver refuses acceptance and signs a refusal statement after the contractor has made the trip, then payment shall be made on the same basis as though the DME had been delivered, set-up, and customer education provided. Contractor shall contact the PAP representative for re-authorization in all cases prior to attempting re-delivery for refusal of equipment, wrong address, Veteran/caregiver not home, etc. Under no circumstances is equipment to be delivered without prior notification to the Veteran. Contractor is not to drive-by to see if Veteran is home to make delivery.

5.1.7. All reissued DME equipment delivered shall be cleaned/sanitized/disinfected by approved methods and shall be in first-class operating condition in accordance with the manufacturer's recommendations defined in Section 1. In the event that a piece of unserviceable DME equipment is delivered and the delivery is incomplete as determined by the COR or PAP representative, (i.e. all components not delivered) subsequent trips shall be made without additional cost to the government. This shall also hold true for damaged DME equipment. Subsequent trips shall be made within one (1) day of the COR or facility PAP representative's incomplete determination.

5.2. Positive Airway Pressure Therapy (PAP): The system includes, but is not limited to PAP Therapy devices (CPAP, APAP, BiPAP, VPAP, BiPAP ST, and BiPAP SV), humidifier, mask, tubing, filters and accessories. The contractor shall maintain a stock of government-owned PAP Therapy equipment and shall provide sufficient space for storage of VA owned equipment.

5.2.1. Mask Refitting: The Contractor shall provide mask-refitting services by a CRT/RRT/RPSGT. Request for mask refitting must be approved by PAP Coordinator or designee. Specific masks/interfaces may be requested or vendor staff may be asked to make a judgment with beneficiary input. The contractor will provide a mask at no additional charge. If a mask refitting is requested within thirty (30) days of initial set up, the Contractor must use the manufacturer's mask replacement program services, which allow replacement of a mask at no charge. In this instance, the Contractor will only receive payment for an RRT visit. (CLIN 0003)

5.2.2. Equipment Exchange: PAP equipment exchanges must be approved by the PAP Coordinator or designee prior to exchange. A new consult must be generated by the PAP Coordinator prior to exchange. Exchange must be conducted by a CRT/RRT/RPSGT and will be considered an RRT visit. Documentation of changes will be returned to the PAP coordinator within 2 business days of service. (CLIN 0003)

5.2.3. Pressure Change: PAP pressure change orders must be approved by the PAP Coordinator or designee. This will be considered an RRT visit. Documentation of pressure changes will be returned to the PAP coordinator 2 business days of service. (CLIN 0003)

5.2.4. Equipment Checks: Monthly ventilator check orders must be approved by the Home Oxygen Coordinator or designee. This will be considered an RT visit. A ventilator checklist will be returned to the home oxygen coordinator within 2 business days of the service. (CLIN 0003) The ventilator checklist should contain at minimum the following information: current settings and alarms, the observed parameters and dates for preventative maintenance.

5.3. Oximetry: Services will include exercise Oximetry (at rest and with exertion) and nocturnal oximetry (NOC oximetry). The contractor shall provide the equipment necessary to perform this service.

5.3.1. Initial Set up - NOC oximetry: Contractor shall deliver NOC oximetry equipment by mail, which will include: instructions for use; instructions for application (i.e. with PAP therapy and/or oxygen), patient log and

instructions/supplies for return shipment. Oximeter must have internal memory and the ability to print detailed data. (CLIN 0002)

5.3.2. SpO2 results shall be downloaded by the Contractor and faxed to the PAP, Home Oxygen Coordinator or designee within two (2) business days of equipment return. Documentation should detail the conditions under which the readings were obtained: date, time of measurement, pulse oximeter readings, patient's position, activity level, supplemental oxygen flow, (specifying the type of oxygen delivery device), probe placement site and/or PAP type and pressure.

5.3.3. **Initial Set Up – Exercise Oximetry:** Contractor shall conduct exercise oximetry at patient's residence. Oximetry will include SpO2 for the following: resting on Room Air (RA), ambulation on RA, resting on oxygen (if applicable) and ambulation with oxygen (if applicable). Specific instructions for titration shall be included on the order from the BVAMC. (CLIN 0004)

5.3.4. SpO2 results shall be recorded by Contractor and faxed to the Home Oxygen Coordinator or designee within two (2) business days of test. Documentation should detail the conditions under which the readings were obtained: date, time of measurement, pulse oximeter readings, time and distance walked, supplemental oxygen flow (specifying the type of oxygen delivery device) and probe placement site.

5.3.5. Any adverse clinical reactions (i.e. chest pain, dizziness, respiratory distress) observed during this test will be reported verbally to the Home Oxygen Coordinator within two (2) hours. If the HOC is unavailable, every attempt must be made to contact the veteran's primary care provider or Emergency Room physician for direction. A full report must then be documented and returned to the HOC within two (2) business days.

6.0. ADMINISTRATIVE:

6.1. **Performance Monitoring:** The Contractor will provide written semi-annual reports meeting all Joint Commission standards for improving organizational performance. Reports shall be due by the following dates: 1st report due May 8th; 2nd report due November 8th. Failure to meet the required dates shall result in a 1% reduction for each day the report is late and applied to the monthly invoice.

6.1.1. **Incident Report:** Reporting special incidents found or occurring during an office and or home visit, to include finding patients in need of emergency medical assistance, safety hazards that do not fall into the category of presenting immediate life-threatening danger to the veteran or Contractor's staff, inability to contact a veteran within a reasonable period of time, and any other incident meeting the Contractor's written policy for incident reporting according to accreditation standards. Incidents shall be reported to the COR in writing within two (2) business days.

6.1.2. **Recalls:** Upon notification of equipment recalls, the Department of Veterans Affairs, shall inform the contractor by written notice. The contractor shall take the necessary corrective actions and inform the VA in writing. The contractor shall notify the Department of Veteran Affairs of all equipment recall notices received by them.

6.1.3. **Customer Satisfaction:** In accordance with Joint Commission Standards, the Contractor will collect data on service satisfaction from contracted patients and their families from each facility on a quarterly basis. A copy of survey results will be submitted to COR or designee in the Quarterly report. Reports are due by the following dates: January 8th, April 8th, July 8th and October 8th. Failure to meet required dates shall result in above stated reduction on the monthly invoice.

6.1.4. Performance Improvement: The Contractor will collect data on important processes and outcomes related to patient care and organizational functions. Performance improvement reports will be sent to COR on a semi-annual basis. Reports will be due May 8th and November 8th. Failure to meet required dates shall result in above stated reduction on the monthly invoice.

6.2. Patient Safety Monitoring: The Contractor shall provide the following emergent patient safety reports in addition to verbal reporting requirements listed in each item below throughout the contract period. The Contractor will provide a copy of their patient incident report to the COR for approval. If the report is disapproved, the Contractor may be required to make changes to their form or utilize the BVAMC's incident reporting form.

6.2.1. Sentinel Events: The Contractor is required to inform the COR within one (1) business day of a sentinel event (as defined by the Joint Commission) that occurs during the performance of this contract that involves BVAMC beneficiaries.

6.2.2. Refusal of Service: All beneficiaries have the right to refuse service. In the event a beneficiary refuses service, the Contractor shall comply with the beneficiary's wishes. However, in addition to a written report, the Contractor shall report the specifics of the refusal to the COR or designee by fax or encrypted electronic means within two (2) business days. If the refusal occurs during a home visit, the Contractor's staff shall make an attempt to notify the COR or designee prior to leaving the home.

6.2.3. Neglect or Abuse: The Contractor shall report suspected incidents of abuse or neglect to the patient by family members or caregivers. Suspected incidents shall be reported immediately, within one (1) business day, to the COR as well as to the adult protective agency. The Contractor will follow all state and local laws in reporting suspected incidents of abuse or neglect.

6.2.4. Fall Prevention: The Contractor shall monitor and report any falls noted on home visits within 2 business days to the COR or designee. The Contractor shall also provide a quarterly report of all falls and interventions.

6.3. Drop Shipment of DME: The contractor shall be capable of accepting drop shipments of DME at his/her facility for storage when applicable. The contractor shall remove all DME from their packing/shipping cartons upon delivery and promptly inspect shipped DME goods for damages. The contractor shall dispose of the appropriate packing/shipping materials. Contractor shall note the damages on the delivering carrier's bill of lading, and notify the COR of any damaged items within two (2) hours of delivery during normal business hours. If the VA is unable to pursue a claim submission because of untimely inspection and notification of a damaged item, the contractor shall be held liable for the repair cost or full replacement cost of the damaged item.

6.4. Miscellaneous Clinical Respiratory Services: Clinical respiratory services also includes other requirements identified within the specifications/work statement, and associated contractor activities that are necessary for the provision of clinical respiratory services (i.e. maintenance and operation of contractor facility/ facilities, storage of clinical respiratory services, pickup and delivery clinical respiratory services and/or supplies between the contractor's facility/facilities and the VA facilities, disposal of clinical respiratory services when directed by the VA, inventory control, infection control, drop shipments of clinical respiratory services, maintenance of a quality management plan, preparation of Veteran safety reports, initial CPAP clinic training, etc.) Miscellaneous clinical respiratory services also include relocation of existing DME inventory from incumbent contractors' facility/facilities to the new contractor's facility/facilities. **Costs associated with miscellaneous clinical respiratory services shall be included in the unit cost/estimated total costs of the line items for Delivery/Pick-up of clinical respiratory services equipment.** The contractor shall not be reimbursed separately for any costs incurred for miscellaneous DME services.

6.5. Areas of Responsibility/Jurisdiction: The contractor shall provide clinical respiratory services within a defined area of responsibility/jurisdiction to the Veteran's place of residence, or other location as indicated on the order from the PAP representative. Areas of responsibility/jurisdiction for the VA are identified in Catchment Areas (Appendix D).

6.5.1. Mileage Charges for Site Assessments, Deliveries and Pickups

1. The agreement line items for deliveries and pick-ups use "EACH" as the unit of issue. All costs for mileage are INCLUDED in the price paid under the delivery and pick-up line items for travel occurring within a 30-mile radius of the stored equipment location, which makes the most economical sense per trip (could be the VA facility or any of their clinical respiratory services office locations).
2. When a veteran's residence/nursing home is outside this radius, additional mileage charges will apply. Those charges are covered by the agreement line items for Extra Mileage Charges. The additional mileage charges are billed at a flat rate per mile outside the 30-mile radius. Contractors with an agreement for more than 1 geographic area receive an order from a VA healthcare facility in one geographic area, they shall provide services from their storage facility located in that particular geographic area, unless otherwise instructed by the VA.
3. For trips outside a thirty (30) mile radius from the primary VA facility listed for each catchment area. The contractor shall consolidate trips to more than one Veteran's place of residence if feasible. For consolidated trips, the contractor shall base the mileage from the Contractor's facility to the first residence (closest), and then from that residence to the next, until the last residence is reached, etc. Mileage charges shall originate from the nearest Contractor's facility to the Veteran's residence and shall be one-way only. In other words, once the Contractor has reached the final residence for the day no further mileage shall be charged. The PAP representative or COR shall provide approval in cases where DME is not available locally and is needed from another site to meet the immediate needs of the Veteran. Mileage shall be computed using www.mapquest.com or www.maps.google.com and a copy shall be included with each invoice to expedite payments.
4. If the contractor is ordered to pick-up equipment from a VA facility, and then deliver said equipment to a veteran's residence/nursing home that is within the 30-mile radius, the contractor will not be entitled to any additional charges other than the charges allowed by the agreement line item for delivery.

6.6. Services Beyond the Area of Responsibility/Jurisdiction: The VA may request and the contractor may accept orders to provide clinical respiratory services beyond the area of responsibility/ jurisdiction, provided the location is within Idaho, Oregon and Nevada. If the contractor provides services beyond the area of responsibility/jurisdiction, the contractor shall invoice at the contract rate and mileage from the contractor facility closest to the Veteran's place of residence and the contractor shall provide the services within a timeframe mutually agreed upon by the contractor and the PAP representative. The negotiated timeframe shall also apply to any subsequent trips to the Veteran's place of residence (i.e. to remove and replace). All other terms and conditions of the contract shall remain in full force and effect.

6.7. Services Provided by Subcontractor(s): The contractor shall provide the name and location of ALL subcontractors that may be used under the contract, and indicate the extent they may be used. The contractor shall provide detailed information on subcontractors (i.e. both vendor information and information on its employees, facilities and vehicles, etc.) The contractor shall provide proof of subcontractor's current Joint Commission standards compliance if this information was not submitted with the contractor's technical proposal. When the contractor confirms receipt of a request the contractor shall tell the PAP representative if the clinical respiratory services will be provided by a subcontractor. The contractor shall maintain a log of all clinical respiratory services handled by subcontractors to include pertinent information such as date that VA requested clinical respiratory services, Veteran's name, location of Veteran's place of

residence, and name of subcontractor that provided the clinical respiratory services. The contractor shall make this log available upon request to the VA by fax, e-mail and review during any visit performed at the contractor's facility. Subcontractors are required to adhere to all requirements of this contract. The Contractor shall maintain a plan to monitor the subcontractors' compliance with the requirements of this contract.

7.0. GOVERNMENT RESPONSIBILITIES:

7.1. Oversight of Service/Performance Monitoring: The following personnel shall oversee and coordinate surveillance activities.

7.1.1. Contracting Officer (CO): The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

7.1.2. Contract Administration: Only the Contracting Officer has the authority to make changes that affect the Contract in terms of quality, quantity, price or delivery. Under no circumstance shall anyone enter into any verbal or written understanding, agreement, modification, or changes to this contract other than the Contracting Officer. Deviations from the terms of the contract shall not be effective or binding upon the Government.

Assigned CO: Brian Corey

7.1.3. Contracting Officer's Representative (COR): The Contracting Officer reserves the right to designate a representative to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the designee's authority. A copy of the designation will be furnished to the Contractor after notice of award. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Mike Brown

7.1.4. VA Support Personnel: BVAMC pulmonologists and primary care providers.

7.2. Policies and Procedures: The VA will review the policies, procedures, and plans of the Contractor to identify and resolve variances. The VA and the Contractor shall collaborate to modify the Contractor policies, procedures and plans or use those of the VA. The Contractor shall maintain policies and procedures that meet or exceed Joint Commission Standards. The Contractor will provide the BVAMC with a copy of their policies/procedures at the initiation of the contract and yearly thereafter. The Contractor shall be responsible for the orientation and continuing education/training of all employees after initial orientation by the VA at contract award.

7.3. Site Visits: Periodic unscheduled visits to the contractor's facility and to Veteran's place of residence will be made by a COR or designated VA representative to monitor the contractor's performance under this contract. The contractor shall permit these visits during normal business hours without advance notice. The contractor agrees to make available all records and documentation necessary during the visits to the contractor's facility. The COR or designated VA representative may also contact Veteran(s) by telephone or in person.

7.4. Payment and Invoicing: The contractor shall NOT charge patients or 3rd party payers any fees or surcharges for services rendered under this contract. If the contractor or facility receives notice of any additional charges, the contractor shall fully cooperate with the COR and Contracting Officer investigating such allegations, and shall promptly refund any payment deemed improper by the Contracting Officer to the party who made the payment.

7.4.1. Payment will be made in arrears, upon receipt of a properly prepared invoice.

7.4.2. Invoices shall contain the following information:

- Name and address of contractor;
- Invoice Number and Date of Invoice;
- Contract Number;
- Veteran's name, address, telephone number and SSN;
- Date(s) services were rendered;
- Itemized list of services rendered (i.e. site assessment, items delivered, items picked-up and/or items repaired (including manufacturer, serial numbers, model numbers and size when applicable);
- Copy of signed delivery receipt.

7.4.3. The Department of Veterans Affairs Financial Service Center (FSC) is the designated agency office for invoice receipt in accordance with the Prompt Payment Act (5 CFR Part 1315). FSC or its designated representative may contact the vendor to provide specific instructions for electronic submission of invoices. The vendor shall be responsible for any associated expenses. FSC may utilize third-party contractors to facilitate invoice processing. Prior to contact by FSC or its designated representative for electronic invoicing submissions, the vendor shall continue to submit all invoices to FSC at the mailing address below:

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin, TX 78714-8971

8.0. PERFORMANCE STANDARDS, QUALITY ASSURANCE AND QUALITY IMPROVEMENT:

8.1. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE)

8.2. Performance Standards: Contract personnel shall be subject to the following standards and acceptable quality levels:

8.2.1. Standard 1- AQL: 1 IAW QASP

8.3. QASP – (see D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP))

9.0. SPECIAL CONTRACT REQUIREMENTS:

9.1. Contractor Security Requirements:

a. Contractor will only have access to such information as provided by the BVAMC as required to provide medical care as described in this SOW.

9.2. Liquidated Damages for Data Breach:

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One (1) year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

APPENDIX A – SPECIAL CONTRACT REQUIREMENTS

Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Boise, ID VAMC (BVAMC), the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

1. SERVICES:

a. The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by written modification to this contract.

b. Other necessary personnel for the operation of the services contracted for at the VA will be provided by the VA at levels mutually agreed upon which are compatible with the safety of the patient and personnel and with quality medical care programming.

c. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by laws of the VA facility.

2. TERM OF CONTRACT:

This contract is effective 01 August 2014 through 31 July 2015, plus 3 one-year options that may be exercised by the VA. The contract is subject to the availability of funds. The contractor shall perform no services after September 30 of any year until the Contracting Officer authorizes such services in writing.

3. QUALIFICATIONS:

Personnel assigned by the Contractor to perform the services covered by this contract shall be licensed in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director.

4. WORK HOURS:

a. The services covered by this contract shall be furnished by the contractor as defined herein. The contractor will not be required, except in case of emergency, to furnish such services during off-duty hours as described below.

b. The following terms have the following meanings:

(1) Work hours: 24 hours per day, 7 days per week, 365 days per year

(2) National Holidays: The 10 holidays observed by the Federal Government are:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas AND

any other day specifically declared by the President of the United States to be a national holiday.

(3) Off-Duty hours: none

5. PERSONNEL POLICY:

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

- general liability
- workers compensation
- professional liability insurance
- health examinations
- income tax withholding, and
- social security payments.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

6. RECORD KEEPING:

The BVAMC shall establish and maintain a record keeping system that will record the hours worked by the contractor employee(s). Contractor's employee(s) shall report to the Administrative Officer, or designee upon arrival at the BVAMC.

7. CONTRACT PERFORMANCE MONITORING:

Monitoring of contractors time shall be demonstrated through sign-in/ sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work. The COR, shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

8. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:

The Contractor shall assign to this contract the following key personnel:

Name	Title/Position	National Provider ID

a. During the first ninety (90) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period of the contract, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

b. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

c. For temporary substitutions where the key person will not be reporting to work for three (3) consecutive work days or more, the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure as stated above.

9. HHS/OIG:

To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the contractor is required to check the Health and Human Service – Office of Inspector General, List of excluded individuals/entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further the contractor is required to certify in its proposal that all persons listed in the contractor's proposal have been compared against the OIG list and are not listed. During the performance of this contract the Contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

10. NATIONAL PROVIDER IDENTIFIER:

The National provider identifier (NPI) is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The contractor shall ensure that the health care practitioners and/or medical center providing service under the contract obtains a NPI and provides it to the contracting officer.

11. ALTERNATE SECURITY LANGUAGE IN LIEU OF UPDATED VAAR DATA SECURITY CLAUSE FEBRUARY 2012:

- A. Any contractor and/or subcontractor retained to do work for VA under this contract/order that requires the access, use, storage, modification, or transmission of VA Sensitive Personal Information (SPI) must follow and adhere to the security controls, enhancements, compensating controls, protocols, regulations, and VA directions as the Contracting Officer (CO) shall direct, including, but not limited to those derived from the Federal Information Security Management Act (FISMA), OMB Circular No. A-130 and VA Handbook 6500/6500.6. The contractor must report any data breach according to the protocols and timeframes in HB 6500.
- B. If any contractor/sub-contractor retained to do work for VA under this contract/order requires access, use, etc., of VA SPI as aforesaid, and if an actionable data breach occurs because of the contractor/subcontractor's acts, omissions, or negligence in following the VA-directed security controls, enhancements, compensating controls, protocols, and/or measures, including, but not limited to the sources above, the contractor/subcontractor is further subject to the statutory requirement to assess liquidated damages against contractors and/or subcontractors under 38 U.S.C. §5725

in the event of a breach of Sensitive Personal Information (SPI)/Personally Identifiable Information (PII). Said liquidated damages shall be assessed at \$37.50 per affected Veteran or beneficiary. A breach in this context includes the unauthorized acquisition, access, use, or disclosure of VA SPI which compromises not only the information's security or privacy but that of the Veteran or beneficiary as well as the potential exposure or wrongful disclosure of such information as a result of a failure to follow proper data security controls and protocols.

12. For all facsimile transmissions made under this contract, a facsimile cover sheet must be used, and the following statement must be included on said cover sheet:

“This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.”

APPENDIX B – IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must

refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

5. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach'

means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

7. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

APPENDIX C – BACKGROUND INVESTIGATION PROCESS

CONTRACT SECURITY REQUIREMENTS:

1 Contractor Security Requirements: Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2 Contractor Security Investigation Requirements: Background Investigations (BI) that are required to give contractor personnel routine access to a facility and to authorize access to VA/Federally owned information systems. This is required of all contractor personnel performing services for the facility, including CBOC's (Community Based Outpatient Care). This must be completed prior to the start date.

a. This is a federal law and is established under HSPD-12, FIPS Pub-201-1, EO 10450, and VA Directive 0710. This process is specific and required beyond any additional agency credentialing and vetting processes.

b. Prior to commencing work, each contract employee, including any subcontract employees, must complete the following within five (5) business days of receiving this letter:

1. From the VHA Service Center (VSC) Human Resources website to obtain the most recent VSC Personnel Security Services Overview packet and other required forms. Packet will be provided at time of contract award.
2. The contractor point of contact (POC) shall submit completed **Contract Security Services Request Form (Form #1A or #1B)** that lists all contract employees, including any subcontract employees, who will be working on the contract (or task/delivery order) to the COR. Do NOT e-mail a document containing social security numbers unless the email is encrypted or the form is password protected.
3. Each contractor employee listed on the **Contract Security Services Request Form (Form #1A or #1B)** must complete the Optional Form 306. Send completed forms to VSCSecurity@va.gov or fax to 216-447-8025.
4. Each contractor employee listed on the **Contract Security Services Request Form (Form #1A or #1B)** must take the Contractor/Employee Fingerprinting Request Form (Form #2) and two forms of ID to their nearest VA facility to have their fingerprints submitted and the form completed and submitted in accordance with the instructions on the form. It is imperative for each applicant to take a copy of the Contractor/Employee Fingerprinting Request Form (Form #2) to the fingerprinting facility as it determines which facility is billed for the fingerprint submission and where the results are sent. Contractors can contact the Contracting Officer's Technical Representative or local VA facility for assistance in scheduling an appointment. If a contractor employee is not located near a VA facility, he/she should contact VSC at VSCSecurity@va.gov for further instructions.
5. Each contractor employee listed on the Contract Security Services Request Form (Form #1A/B) must complete the PIV Sponsorship Form (Form #3) and submit it via encrypted e-mail to VSCSecurity@va.gov or fax to 216-447-8025.
6. As contract personnel are substituted and/or added to the contract (or task/delivery order), each individual must complete items 1-4 above prior to commencing work.

7. Upon receipt of the screening decision from the VSC, the Contracting Officer will contact the contractor and determine when they can begin working.
8. Each contractor employee shall complete the following training via VA's Talent Management System (TMS), which includes electronically signing the Contractor Rules of Behavior as part of the training: "VA Privacy and Information Security Awareness and Rules of Behavior" and "Privacy and HIPAA". In order to obtain access to VA's TMS, please contact the Contracting Officer's Representative (COR). The contractor shall provide copies of training certificates for each employee to the COR & CO within five (5) business days of receiving notification that the contract employee can begin work. Thereafter, training must be completed and training certificates must be submitted to the COR (or CO) on an annual basis for contracts (or delivery/task orders) that have a period of performance greater than one year.
9. For contract employees working less than 180 days aggregate in any given 1 year period are eligible for a non-PIV badge and do not need to submit for a Background Investigation (BI). For contract employees that do require a PIV, take the following steps:
 - A. Each contractor employee will receive an e-mail from VA Security Investigations Center (SIC) with instructions for completing the Electronic Questionnaire for Investigations Processing (e-QIP). The employee must complete the e-QIP within five (5) business days of receiving the e-mail from the VA SIC. Please Note: Those employees who have been contacted by the VHA Service Center (VSC) with a reciprocation notice will not receive this e-mail.
 - B. The VA SIC reviews e-QIP for completion and accuracy. If no errors are identified, the VA SIC releases the e-QIP to the Office of Personnel Management (OPM) to conduct the background investigation. If the e-QIP contains errors, the VA SIC will reject the e-QIP and contact the contractor with corrective instructions via e-mail. The corrections must be made immediately in e-QIP system. Once the documents are completed correctly and released to OPM, the VA SIC e-mails the contractor employee, the contractor POC, and the VHA Service Center (VSC), stating that the background investigation has been released to OPM.
 - C. Upon receipt of the e-mail from the VA SIC, the VSC will verify that the investigation has been scheduled at OPM. Once the VSC confirms that the investigation has been scheduled at OPM, it will contact the contractor employee, contractor POC, CO, and COR, with further instructions for obtaining a Personal Identity Verification (PIV) badge.
 - D. Questions should be sent to VSCSecurity@va.gov.
- c. Non US citizens will be required to submit a copy of their e-Verify record.
- d. This contract requires a NACI level clearance. The NACI is a position sensitivity designation of low risk.
- e. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract, and at the request of the VA, submit another employee for consideration.
- f. The contractor will notify the COR immediately when their employee(s) no longer require(s) access to VA computer systems.

g. Failure to complete the background Investigation process will result in possible termination of access. Any second BI request will require payment of the fees associated with reinitiating the NACI process from the Contractor.

APPENDIX D – CATCHMENT AREAS

Catchment Area # 1

Primary Facility - Burns Outreach Clinic
559 Washington Street
Burns, OR 97720

Oregon Counties:

Baker
Grant
Harney
Malheur

Catchment Area # 2

Primary Facility - Boise VA Medical Center
500 W Fort Street
Boise, ID 83702

Idaho Counties:

Ada
Adams
Boise
Canyon
Elmore
Gem
Idaho
Owyhee
Payette
Valley
Washington

Catchment Area # 3

Primary Facility - Twin Falls CBOC
260 2nd Ave East
Twin Falls, ID 83301

Idaho Counties:

Blaine
Butte
Camas
Cassia
Custer
Gooding
Jerome
Lemhi
Lincoln
Minidoka
Twin Falls

APPENDIX E – PATIENT ORIENTATION CHECKLIST

SAFETY CHECKLIST

NAME: _____

ADDRESS: _____

PHONE: _____

SAFETY CHECKLIST	YES	NO	N/A
1. Was equipment operating in accordance with the manufacturer's guidelines?	()	()	()
2. Were electrical outlets to be used with the equipment checked for safety?	()	()	()
3. Was a three-prong grounded adapter provided/ installed?	()	()	()
4. Was the equipment properly checked for electrical leakage?	()	()	()
5. Were unsafe conditions reported to the VA?	()	()	()

INFECTION CONTROL

1. Does the veteran/caregiver know the cleaning techniques to be used for the equipment provided?	()	()	()
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COMMENTS

Veteran's Signature: _____

Date: _____

Delivery Person's Signature: _____

Date: _____

APPENDIX F – DELIVERY CHECKLIST

Veteran's Name _____ SS# _____

SECTION I - TO BE SIGNED BY VETERAN/CAREGIVER	YES	NO
1. Did items delivered appear clean?	()	()
2. Did equipment appear to be working properly at time of delivery?	()	()
3. Were you given instructions in the care and proper use of the equipment?	()	()
4. You are responsible for assuring that any electrical outlets needed for prescribed equipment are properly grounded and safe for such equipment. Were you informed of this requirement prior to delivery?	()	()
5. Were you provided with a receipt or delivery notice showing the name & telephone number of the contractor in the event service or repairs are needed?	()	()

Signature of Veteran/Caregiver

Date

SECTION II – TO BE COMPLETED BY DELIVERY PERSON	YES	NO
1. Was equipment working properly at time of delivery?	()	()
2. Were electrical cords, plugs, etc. undamaged?	()	()
3. Did you instruct veteran/caregiver in the proper care and mechanical use of delivered equipment?	()	()
4. If veteran caregiver had questions about equipment which you could not answer, did you contact either the contractor or VA personnel?	()	()
5. Did you provide a receipt or delivery notice showing contractor's name and telephone number?	()	()
6. If recovered equipment was picked up during this or a prior delivery this day, did you segregate such equipment from new/cleaned items and use prescribed precautions for handling such equipment?	()	()

Signature of Delivery Person

Date

APPENDIX G – PATIENT’S RIGHTS AND RESPONSIBILITIES



PATIENT’S RIGHTS AND RESPONSIBILITIES DOCUMENT

As a patient of the VA Boise Veterans Health Care System, you have the **RIGHT** to:

1. Be treated with appropriate, considerate, respectful and courteous care.
2. Discuss with our staff your concerns or issues to the quality of services and/or devices furnished to you.
3. To express your concerns regarding the timeliness of services and devices provided.
4. To discuss your eligibility and entitlement to CPAP/ Oximetry Services with staff personnel.
5. To have privacy; to refuse to take part in any research studies.
6. Complete and have placed on file a copy of your Patient Satisfaction Form, clearly stating your questions and concerns.
7. To receive a response to a written complaint in a timely manner.
8. To appeal any decision made by the Respiratory Service concerning your eligibility and settlement to receive such services.
9. To refuse treatment/equipment to the extent permitted by law.

As a patient of the VA Boise Veterans Health Care System, you have the **RESPONSIBILITY** to:

1. Treat the Respiratory Staff, and the vendors who deliver your items, with courtesy and respect.
2. Take reasonable care when using devices and/or appliances issued to you.
3. Exercise reasonable care and maintenance of devices and appliances issued to you.
4. Immediately advise the Respiratory Staff of defective equipment or when equipment is no longer required for your use.
5. Contact Respiratory Staff if you desire to return the respiratory equipment to the VA for reissuance to another veteran.
6. To comply with the prescribed plan of treatment and to communicate any concerns and health care needs with health care providers.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE PATIENTS’ RIGHTS AND RESPONSIBILITIES DOCUMENT. I HAVE REVIEWED AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT.

APPENDIX H – CONTRACTOR CERTIFICATION (IMMIGRATION AND NATIONALITY ACT OF 1952)

Contractor is required to sign this certification, and also obtain subcontractor certifications, before an award can be made.

The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

B.4 PRICE/COST SCHEDULE

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Contract Period: Base POP Begin: 08-01-2014 POP End: 07-31-2015 REQUIREMENTS ITEM: The Contractor shall provide CPAP setup and delivery services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	550.00	EA		
0002	Contract Period: Base POP Begin: 08-01-2014 POP End: 07-31-2015 REQUIREMENTS ITEM: The Contractor shall provide Oximetry delivery and download services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	410.00	EA		
0003	Contract Period: Base POP Begin: 08-01-2014 POP End: 07-31-2015 REQUIREMENTS ITEM: The Contractor shall perform Respiratory Therapist visits, to include mask refit, vent check, and/or pressure changes, in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	450.00	EA		
0004	Contract Period: Base POP Begin: 08-01-2014 POP End: 07-31-2015 REQUIREMENTS ITEM:	30.00	EA		

	<p>The Contractor shall provide exercise and nocturnal Oximetry services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>				
0005	<p>Contract Period: Base POP Begin: 08-01-2014 POP End: 07-31-2015 REQUIREMENTS ITEM: The Contractor shall provide mileage charges in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>	1,000.00	Mile		
1001	<p>Contract Period: Option 1 POP Begin: 08-01-2015 POP End: 07-31-2016 REQUIREMENTS ITEM: The Contractor shall provide CPAP setup and delivery services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>	550.00	EA		
1002	<p>Contract Period: Option 1 POP Begin: 08-01-2015 POP End: 07-31-2016 REQUIREMENTS ITEM: The Contractor shall provide Oximetry delivery and download services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>	410.00	EA		
1003	<p>Contract Period: Option 1</p>	450.00	EA		

	POP Begin: 08-01-2015 POP End: 07-31-2016 REQUIREMENTS ITEM: The Contractor shall perform Respiratory Therapist visits, to include mask refit, vent check, and/or pressure changes, in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.				
1004	Contract Period: Option 1 POP Begin: 08-01-2015 POP End: 07-31-2016 REQUIREMENTS ITEM: The Contractor shall provide exercise and nocturnal Oximetry services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	30.00	EA		
1005	Contract Period: Option 1 POP Begin: 08-01-2015 POP End: 07-31-2016 REQUIREMENTS ITEM: The Contractor shall provide mileage charges in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	1,000.00	Mile		
2001	Contract Period: Option 2 POP Begin: 08-01-2016 POP End: 07-31-2017 REQUIREMENTS ITEM: The Contractor shall provide CPAP setup and delivery services in accordance with the attached Performance Work Statement (PWS).	550.00	EA		

	Quantities are estimates; the Contractor shall invoice for actual services provided, only.				
2002	Contract Period: Option 2 POP Begin: 08-01-2016 POP End: 07-31-2017 REQUIREMENTS ITEM: The Contractor shall provide Oximetry delivery and download services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	410.00	EA	_____	_____
2003	Contract Period: Option 2 POP Begin: 08-01-2016 POP End: 07-31-2017 REQUIREMENTS ITEM: The Contractor shall perform Respiratory Therapist visits, to include mask refit, vent check, and/or pressure changes, in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	450.00	EA	_____	_____
2004	Contract Period: Option 2 POP Begin: 08-01-2016 POP End: 07-31-2017 REQUIREMENTS ITEM: The Contractor shall provide exercise and nocturnal Oximetry services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	30.00	EA	_____	_____
2005	Contract Period: Option 2 POP Begin: 08-01-2016 POP End: 07-31-2017 REQUIREMENTS ITEM:				

	<p>The Contractor shall provide mileage charges in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>				
3001	<p>Contract Period: Option 3 POP Begin: 08-01-2017 POP End: 07-31-2018 REQUIREMENTS ITEM: The Contractor shall provide CPAP setup and delivery services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>	550.00	EA	_____	_____
3002	<p>Contract Period: Option 3 POP Begin: 08-01-2017 POP End: 07-31-2018 REQUIREMENTS ITEM: The Contractor shall provide Oximetry delivery and download services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>	410.00	EA	_____	_____
3003	<p>Contract Period: Option 3 POP Begin: 08-01-2017 POP End: 07-31-2018 REQUIREMENTS ITEM: The Contractor shall perform Respiratory Therapist visits, to include mask refit, vent check, and/or pressure changes, in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.</p>	450.00	EA	_____	_____

3004	Contract Period: Option 3 POP Begin: 08-01-2017 POP End: 07-31-2018 REQUIREMENTS ITEM: The Contractor shall provide exercise and nocturnal Oximetry services in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	30.00 EA		
3005	Contract Period: Option 3 POP Begin: 08-01-2017 POP End: 07-31-2018 REQUIREMENTS ITEM: The Contractor shall provide mileage charges in accordance with the attached Performance Work Statement (PWS). Quantities are estimates; the Contractor shall invoice for actual services provided, only.	1,000.00 Mile		
			GRAND TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or sub line item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (25) 52.219-28, Post Award Small Business Program Re-representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

☒ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.222-17, Non-displacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Non-displacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 August 2014 (and all corresponding option years) through 31 July 2015 (and all corresponding option years).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up

to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 30 April 2018.

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 Calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of Clause)

C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2014 (and all corresponding option years). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2014 (and all corresponding option years), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

C.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.12 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.13 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Idaho. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.14 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

FAR
Number

Title

Date

52.203-3	GRATUITIES	APR 1984
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996

C.15 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

HOME-BASED CLINICAL RESPIRATORY SERVICES

Contract Description: Provides Clinical Respiratory Services, to include Positive Airway Pressure Therapy and Oximetry services to Boise VAMC veterans in their homes.

The contractor will be evaluated in accordance with the following:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO: Brian Corey

Organization or Agency:

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: Michael Brown

Organization or Agency:

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary:

Alternate:

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined.

Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. INCENTIVES/DEDUCTS

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards.

6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. **DIRECT OBSERVATION.** 100% surveillance: The contractor will provide documentation of each procedure requested, including the time and day that they contact the patient.

b. **PERIODIC INSPECTION.** Inspections scheduled and reported quarterly per COR delegation or as needed. COR audit for inclusion of fall risk assessments and that proper education of equipment was provided. 5 randomly selected patients will be reviewed each quarter. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)

c. **VALIDATED USER/CUSTOMER COMPLAINTS.** Contractor will report quarterly any complaints received from veterans. COR will randomly contact veterans to ascertain that measures were taken to resolve complaint.

d. **RANDOM SAMPLING.** Five (5) randomly selected patient will be contacted per quarter to review what process the contractor went through with them. All reviews and reports will be conducted in compliance with VA Privacy and Information security standards.

e. Verification and/or documentation provided by Contractor. Contractor will provide documentation when patients are contacted and what the interaction was.

PERFORMANCE MEASURES

The table below is a sample that can be tailored – note that the table must identify where in the PWS the standards are found for monitoring performance. Check the MSO Customer Resource Center for approved mandatory QASPs.

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Incentive	Disincentive/Deduct
1 - Key Personnel	2.1.1	Contractors will attend 2 CPAP clinic and will demonstrate competency in CRS.		100%	Direct observation by COR or designee	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
1 - Key Personnel	2.1.2	A Certified or Registered Respiratory Therapist (CRT/RRT) or Registered Polysomnographic Technologist (RPSGT) will be available in the locations needed to perform the PAP therapy services.	<i>current registry & licensure /</i>	100%	Record review by COR or designee	Favorable contactor performance evaluation.	Suspension or termination of all physical and/or electronic access privileges and removal from contract until such time as the certification and / or licensure is current.
1 - Key Personnel	2.1.3	A Registered Respiratory Therapist Will be available to perform Overnight and exercise oximetries	<i>current registry & licensure /</i>	100%	Record review by Home Oxygen Coordinator or designee	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
2 - Patient Safety	4.11	At the time of CRS the contractor will complete a fall risk assessment. A record of the assessment will be maintained by the contractor in the patient file.	<i>Joint Commission standards</i>	100%	Contractor report and / or random chart audits by the COR or designee	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
2 - Patient Safety	4.11.1	Electrical outlet inspection will be performed. If safe electrical conditions do not exist, COR or designee will be notified By end of business day by phone.	<i>Joint Commission Standards</i>	100%	Contractor reports	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
5 -Direct Patient Care	5.1.3	Initial set-up of PAP therapy equipment will include mask fitting, education and training of equipment, including cleaning guidelines.	<i>Documentation of set-up and education will be maintained in the patient file on the contractors' premises.</i>	90%	<i>Direct observation and random record audits by COR or designee..</i>	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation

5 -Direct Patient Care	5.1.5 – 5.3.4	The contractor shall provide a delivery checklist on each visit to veterans home. This includes set-ups, refits, vent checks, equipment exchanges, pressure changes, oximetry.	<i>Documentation will be provided to the COR or designee within 2 business days of the visit.</i>	90%	<i>random record audits by COR or designee..</i>	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
3 – Patient Satisfaction	6.1.3	The Contractor will collect data on service satisfaction from contracted patients and their families from each facility on a quarterly basis. Information kept current.	<i>A copy of survey results will be submitted to COR or designee in the Quarterly report. Reports are due by the following dates: January 8th, April 8th, July 8th and October 8th.</i>	90%	Contractor quarterly reviewed by COR or designee	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
6 – Administrative	6.2.1	Sentinel Events including near misses will be documented and retained in the patient record on the contractor premises.	<i>The COR or designee will be notified by end of business day of sentinel events</i>	100%	Contractor reports	Favorable contactor performance evaluation.	Unfavorable contractor performance evaluation
6 – Administrative	6.2.2	Refusal of service will be documented and reported to the COR within 2 business days	<i>Documentation will be forwarded to the COR or designee for follow-up</i>	100%	Contractor reports and record review	Favorable contactor performance evaluation	Unfavorable contractor performance evaluation
6 – Administrative	6.2.3	Suspected neglect or abuse to the patient by the family or caregiver, will be reported within 1 business day to the COR	<i>Phone call to the COR or designee and a follow up incident report within 24 hours.</i>	100%	Contractor reports and record review	Favorable contactor performance evaluation	Unfavorable contractor performance evaluation
6 – Administrative	6.2.4	Falls and / or fall risks will be documented and reported to the COR within 48 hours.	<i>COR or designee will be notified immediately by phone and a follow up incident report will be sent within 48 hours.</i>	100%	Contractor reports and record review	Favorable contactor performance evaluation	Unfavorable contractor performance evaluation

7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., Management, Quality, Safety or Environmental Deficiency Report or letter).</p>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

8. DOCUMENTING PERFORMANCE

- a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).
- b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the

discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Reporting.

The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

COR NAME/TITLE

DATE

SIGNED:

CONTRACTOR NAME/TITLE

DATE

D.2 WAGE DETERMINATION

WD 05-2159 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2159
Director	Wage Determinations	Revision No.: 14
		Date Of Revision: 06/19/2013

State: Idaho
Area: Idaho Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.16
01040 - Court Reporter		22.66
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.17
01112 - General Clerk II		12.19
01113 - General Clerk III		13.68
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.51
01280 - Receptionist		11.51
01290 - Rental Clerk		12.35
01300 - Scheduler, Maintenance		13.93
01311 - Secretary I		13.93
01312 - Secretary II		15.58
01313 - Secretary III		17.37
01320 - Service Order Dispatcher		16.49
01410 - Supply Technician		17.16
01420 - Survey Worker		11.40
01531 - Travel Clerk I		12.07
01532 - Travel Clerk II		12.66
01533 - Travel Clerk III		13.73
01611 - Word Processor I		13.03
01612 - Word Processor II		13.92
01613 - Word Processor III		15.58
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.65
05010 - Automotive Electrician		14.43
05040 - Automotive Glass Installer		14.24
05070 - Automotive Worker		14.07
05110 - Mobile Equipment Servicer		11.50
05130 - Motor Equipment Metal Mechanic		15.83
05160 - Motor Equipment Metal Worker		14.07
05190 - Motor Vehicle Mechanic		15.83
05220 - Motor Vehicle Mechanic Helper		11.50
05250 - Motor Vehicle Upholstery Worker		13.30
05280 - Motor Vehicle Wrecker		14.07
05310 - Painter, Automotive		15.03
05340 - Radiator Repair Specialist		15.27
05370 - Tire Repairer		10.02

05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation and Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	7.90
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.95
11060 - Elevator Operator	8.95
11090 - Gardener	14.27
11122 - Housekeeping Aide	10.75
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	8.80
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.25
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	14.94
12025 - Dental Hygienist	33.20
12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	32.30
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	14.76
12236 - Optical Technician	13.18
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	14.66
12305 - Radiologic Technologist	22.77
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31

13061	- Media Specialist I	14.72
13062	- Media Specialist II	16.48
13063	- Media Specialist III	18.36
13071	- Photographer I	13.38
13072	- Photographer II	16.76
13073	- Photographer III	18.78
13074	- Photographer IV	23.09
13075	- Photographer V	28.39
13110	- Video Teleconference Technician	18.11
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.69
14042	- Computer Operator II	16.43
14043	- Computer Operator III	18.32
14044	- Computer Operator IV	20.50
14045	- Computer Operator V	22.54
14071	- Computer Programmer I	17.62
14072	- Computer Programmer II	22.88
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	14.69
14160	- Personal Computer Support Technician	20.50
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	27.58
15020	- Aircrew Training Devices Instructor (Rated)	33.36
15030	- Air Crew Training Devices Instructor (Pilot)	36.70
15050	- Computer Based Training Specialist / Instructor	27.58
15060	- Educational Technologist	20.74
15070	- Flight Instructor (Pilot)	36.70
15080	- Graphic Artist	18.46
15090	- Technical Instructor	18.36
15095	- Technical Instructor/Course Developer	22.46
15110	- Test Proctor	14.79
15120	- Tutor	14.79
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.97
16030	- Counter Attendant	8.97
16040	- Dry Cleaner	10.70
16070	- Finisher, Flatwork, Machine	8.97
16090	- Presser, Hand	8.97
16110	- Presser, Machine, Dry-cleaning	8.97
16130	- Presser, Machine, Shirts	8.97
16160	- Presser, Machine, Wearing Apparel, Laundry	8.97
16190	- Sewing Machine Operator	11.28
16220	- Tailor	11.90
16250	- Washer, Machine	9.39
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	14.91
19040	- Tool And Die Maker	22.33
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	12.95
21030	- Material Coordinator	18.51
21040	- Material Expediter	18.51
21050	- Material Handling Laborer	10.85
21071	- Order Filler	11.95
21080	- Production Line Worker (Food Processing)	12.95
21110	- Shipping Packer	12.87
21130	- Shipping/Receiving Clerk	12.87
21140	- Store Worker I	10.50
21150	- Stock Clerk	15.07
21210	- Tools And Parts Attendant	12.95
21410	- Warehouse Specialist	12.95
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	21.20
23021	- Aircraft Mechanic I	20.19
23022	- Aircraft Mechanic II	21.20
23023	- Aircraft Mechanic III	22.26
23040	- Aircraft Mechanic Helper	13.63
23050	- Aircraft, Painter	19.01
23060	- Aircraft Servicer	16.63
23080	- Aircraft Worker	17.60
23110	- Appliance Mechanic	17.03
23120	- Bicycle Repairer	10.23

23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	17.46
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	20.50
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	16.56
23290 - Fire Alarm System Mechanic	18.62
23310 - Fire Extinguisher Repairer	15.33
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	20.19
23381 - Ground Support Equipment Servicer	16.63
23382 - Ground Support Equipment Worker	17.60
23391 - Gunsmith I	15.33
23392 - Gunsmith II	17.65
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	18.62
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	20.48
23465 - Laboratory/Shelter Mechanic	18.74
23470 - Laborer	10.85
23510 - Locksmith	17.48
23530 - Machinery Maintenance Mechanic	21.22
23550 - Machinist, Maintenance	17.44
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	20.48
23592 - Metrology Technician II	21.51
23593 - Metrology Technician III	22.53
23640 - Millwright	22.43
23710 - Office Appliance Repairer	17.48
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	17.65
23890 - Sheet-Metal Worker, Maintenance	19.69
23910 - Small Engine Mechanic	14.51
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	20.45
23960 - Welder, Combination, Maintenance	16.65
23965 - Well Driller	18.62
23970 - Woodcraft Worker	21.89
23980 - Woodworker	14.28
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.06
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	10.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.84
25040 - Sewage Plant Operator	15.28
25070 - Stationary Engineer	19.84
25190 - Ventilation Equipment Tender	13.95
25210 - Water Treatment Plant Operator	15.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80

27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Equipment Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	16.97
29042 - Stevedore II	19.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.00
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30210 - Laboratory Technician	20.26
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30390 - Photo-Optics Technician	24.45
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.61
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.06
31030 - Bus Driver	12.58
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	8.69
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	9.78
31361 - Truck driver, Light	13.52
31362 - Truck driver, Medium	14.62
31363 - Truck driver, Heavy	16.12
31364 - Truck driver, Tractor-Trailer	16.12
99000 - Miscellaneous Occupations	
99030 - Cashier	9.03
99050 - Desk Clerk	8.36
99095 - Embalmer	25.86
99251 - Laboratory Animal Caretaker I	9.90
99252 - Laboratory Animal Caretaker II	10.80
99310 - Mortician	25.86

99410 - Pest Controller	16.64
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.85
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	11.52
99841 - Vending Machine Repairer	14.81
99842 - Vending Machine Repairer Helper	11.13

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled work week, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification

listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION E - SOLICITATION PROVISIONS

E.1 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [] does not [] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [] have not [] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (1) Technical Capability;
- (2) Past Performance; and
- (3) Price.

Technical and past performance, when combined, are significantly more important.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

ADDENDUM TO 52.212-2:

BASIS OF SELECTION

HOME RESPIRATORY SERVICES

For the

BOISE VA MEDICAL CENTER (BVAMC),

BOISE, IDAHO.

Proposals Are Due Into This Office

No Later Than 7 July 2014 At 12:00 noon Pacific Time.

- 1. Contract Type:** The contract will be a requirements-type firm fixed price. The Government intends to select one contractor for the subject solicitation. Please note the following changes, clarifications, or additions to the terms in various provisions and clauses included in this solicitation.
- 2. Responsive and Responsible:** This is a best value negotiated acquisition based on the trade-off of evaluation factors. A single offeror will be selected who is deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the RFP's requirements and who has satisfactory or neutral past performance.
- 3. Options:** The Government will evaluate the submitted offer for selection purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- 4. Firm Fixed-Price Contract:** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation, shall result in a contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- 5. SAM Registration:** Offeror must be registered in the System for Acquisition Management. No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at the following website address:
<https://www.sam.gov/portal/public/SAM/>. On-line Representations and Certifications (ORCA) may also be filled out at this website.

6. Proposal Preparation Instructions:

6.1. Specific Instructions: All proposals shall be legible and prepared in the following general format to be properly evaluated. A cover sheet with the company's name, address and telephone number, Request for Proposal (RFP) number, title of the RFP and the original date of submittal. The original date shall be located in the upper right hand corner of the cover sheet. Return proposals no later than 7 July 2014, at 12:00:00 noon Pacific Time, to the address shown in Block 9 (page 1) of the Standard Form 1449. Please send to the attention of the Contract Specialist, Brian Corey. Offers may be emailed to brian.corey2@va.gov. Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

6.1.1. Format.

Part I: Executed Request for Proposals

Part II: Price

Part III: Technical Capability (Quality)

Part IV: Past Performance

6.1.2. Part I - Executed Request for Proposals: Requires the offeror to complete blocks 17a, 17b, 30a, 30b and 30c. Complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Clause 52.212-3 and acknowledgement of amendments issued (may be done online-see paragraph 5 above). The form at section D.2 *Contractor Certification (Immigration and Nationality Act of 1952)* (page 71) shall also be signed and submitted with the offeror's proposal.

6.1.3. Part II - Price: Insert proposed pricing in the table located on pages 39 through 43. Note that quantity amounts are estimated based on historical records, but do not guarantee the Contractor that services in these amounts will be ordered.

6.1.4. Part III - Technical Quality: Technical Quality will be determined by evaluation of the following submitted documents, which represent technical sub factors:

6.1.4.1. Sub factor 1: Services Management Plan: This is the Contractor's plan that explains in detail how the Contractor is organized to provide the required services in a timely and cost-effective manner to the Government and VA client patients. Plan shall address the offeror's ability:

- a. to meet timeliness and quality care requirements;
- b. to provide a qualified Respiratory Therapist in accordance with the Performance Work Statement (PWS), sections 2.1.1 to 2.1.10 under 'Qualifications/Experience';
- c. to coordinate care with the VA and its patients; and
- d. to meet overall requirements specified in the Performance Work Statement

6.1.4.2. Sub factor 2: Quality Control Plan: This is the Contractor's plan that outlines the Contractor's process in ensuring the quality of the services they will provide under this agreement.

6.1.5. Part IV - Past Performance: Offeror shall submit the name of the company, telephone number and point of contact for a minimum of three (3) recent and relevant contracts that show past performance information on the same type of contract as is proposed here. If the offeror has no past performance information on this type of contract, the offeror shall specifically state that it has no such past performance. The Government reserves the right to obtain past performance information from other sources. The past performance information shall include the following:

6.1.5.1. Name of contracting activity(ies);

6.1.5.2. Contract number(s);

6.1.5.3. Contract type(s);

6.1.5.4. Total contract value(s);

6.1.5.5. Brief statement of contract work performed with contract performance period(s);

6.1.5.6. Name, telephone and fax numbers, and email addresses of the subject contract(s) Contracting Officer(s), Contracting Officer's Representatives(s), and Program Manager(s).

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

E.8 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) ALTERNATE I (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: [Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408, Table 15-2, Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

E.9 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621610.

(2) The small business size standard is \$14 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint*

venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E.11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

E.12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

E.13 52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT CERTIFICATION (FEB 2009)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that—

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

E.14 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mark A. Erickson

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 20
1495 Wilmington Drive, Suite 360
Dupont WA 98327

Mailing Address:

Department of Veterans Affairs

Network Contracting Office 20
1495 Wilmington Drive, Suite 360
Dupont WA 98327

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

E.16 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.17 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
 811 Vermont Avenue, N.W.
 Washington, DC 20420

E.18 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.273-70	LATE OFFERS	JAN 2003

(End of Addendum to 52.212-1)